

RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS:

MADE this the 27th day of July, 2001, between WILSHIRE HOMEOWNERS' ASSOCIATION, INC., (hereinafter called "GRANTOR") and the CITY OF COLLEGE STATION, a Texas Municipal Corporation, Brazos County, Texas (hereinafter called "GRANTEE").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, the GRANTOR hereby GIVES and DONATES the property hereinafter described to the GRANTEE for a perpetual easement for right-of-way and other public utilities; and GRANTEE shall have the right to construct, use, operate, inspect, repair, maintain, reconstruct, modify, and maintain such as a street, and further may construct, use, operate, inspect, repair, reconstruct, modify and maintain electric transmission and distribution lines, water lines, sanitary sewer lines, connecting lines, access facilities, storm sewers, collection facilities, television, telephone and communications lines, and any other municipal purposes, on, over, across, and under that portion of GRANTOR's property described as follows:

All that certain tract or parcel of land lying and being situated in Brazos County, Texas, in Woodcreek, Section Seven, a subdivision of College Station, Texas, and being depicted as Wilshire Court, being a fifty-three foot (53') wide right-of-way and further denominated as a "Private Street", according to the plat recorded in Volume 2580, Page 113 of the Deed Records of Brazos County, Texas; SAVE AND EXCEPT for that portion of the tract located within the loop created by said street cul-de-sac designated as "common area".

1. GRANTOR grants to GRANTEE the right of ingress and egress over GRANTOR's adjacent lands to or from said easement for the purpose of inspecting, maintaining, constructing, reconstructing, repairing, operating, and/or removing said public utility systems and/or public street and any or all fixtures and appurtenances thereto, including guy lines and anchors; the right to cut or trim trees and other foliage, roots, brush and other obstructions within or along the easement, to the extent, in the sole reasonable judgment of GRANTEE, as may be necessary to prevent possible interference with the operation of said facilities and/or equipment or to remove possible hazards thereto.

2. GRANTOR further covenants and agrees that no part of improvements constructed, erected or placed on said land by GRANTEE shall be or become or be considered as being affixed to

or a part of said property and that all improvements of every kind and nature constructed, erected or placed on said land or any part thereof by GRANTEE, or its licensee, shall remain the property of the GRANTEE.

3. GRANTEE shall repair any damage to and/or restore the GRANTOR's property if the need for such repair or restoration is caused by or arises out of its use or enjoyment of this easement.

4. GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above-described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE upon request.

5. GRANTOR shall be responsible for the landscaping, irrigation and maintenance of the common area, including the parking spaces located therein.

WILSHIRE HOMEOWNERS' ASSOCIATION, INC.

BY: William O. Donaldson
WILLIAM O. DONALDSON, President

BY: Harry W. Boothe
HARRY W. BOOTHE, Vice President

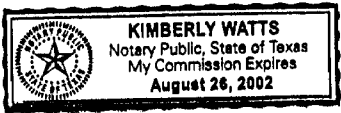
BY: Phillip M. Gibson
PHILLIP M. GIBSON, Treasurer

APPROVED:
Rochanne Hemick
City Attorney

STATE OF TEXAS §
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COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 27th day of July, 2001, by WILLIAM O. DONALDSON as President of WILSHIRE HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Kimberly Watts
Notary Public in and for the State of Texas

STATE OF TEXAS

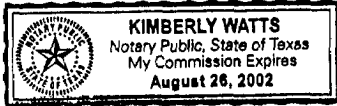
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ACKNOWLEDGMENT

COUNTY OF BRAZOS

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This instrument was acknowledged before me on the 27th day of July, 2001, by HARRY W. BOOTHE as Vice President of WILSHIRE HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Kimberly Watts
Notary Public in and for the State of Texas

STATE OF TEXAS

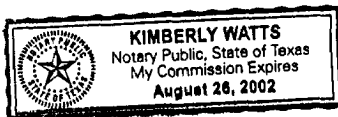
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ACKNOWLEDGMENT

COUNTY OF BRAZOS

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This instrument was acknowledged before me on the 27th day of July, 2001, by PHILLIP M. GIBSON as Treasurer of WILSHIRE HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Kimberly Watts
Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960